

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FRONTIER AIRLINES, INC.

Case No.: 1:20-cv-09713-LLS

Plaintiff,

-against-

AMCK AVIATION HOLDINGS IRELAND
LIMITED, ACCIPITER INVESTMENT 4
LIMITED, VERMILLION AVIATION
(TWO) LIMITED, WELLS FARGO TRUST
COMPANY, N.A., solely in its capacity as
OWNER TRUSTEE, and UMB BANK,
N.A., solely in its capacity as OWNER
TRUSTEE,

Defendants.

DECLARATION OF SERVICE ON DEFENDANTS
ACCIPITER INVESTMENT 4 LIMITED AND
VERMILLION AVIATION (TWO) LIMITED

I, David G. Hosenpud, declare as follows:

1. I am an attorney with Lane Powell PC, attorneys of record for Plaintiff, Frontier Airlines, Inc. I have personal knowledge of the facts set forth herein.
2. On November 25, 2020, I caused to be served upon Defendant Accipiter Investment 4 Limited a true and correct copy of Summons, Complaint, Initial Pretrial Conference Order, Order Permitting Remote Depositions, Judge Torres' Individual Practices in Civil Cases, Judge Torres' Emergency Practices in All Cases, and Magistrate Judge's Order, by FedEx delivery addressed to Accipiter Investment Aircraft 4 Limited, Attention: The Directors, 28-29 Sir John Rogerson's Quay, Dublin 2, Ireland, D02 EY80.
3. Service of process was effectively made in accordance with paragraph "2.13 Service of Process" of the Guaranty (MSN 9177) (quoted below) dated as of September 30, 2019, and executed by Accipiter Investments aircraft 4 Limited and Frontier Airlines, Inc.

2.13 Service of Process. Guarantor agrees that service of process in any action or proceeding under or related to this Guaranty may be effected by mailing a copy thereof by registered or certified mail or by overnight courier service, postage prepaid, to it at its address specified below or at such other address as notified by Guarantor to Beneficiary in writing, such service to become effective ten days after such mailing or delivery or, in the case of overnight courier service, immediately upon delivery. Guarantor agrees to promptly notify Beneficiary of any change in its address. Notwithstanding anything herein to the contrary, Guarantor hereby waives, to the fullest extent permitted by applicable law, the right to object to the service of process by Beneficiary with respect to any action or proceeding under or related to this Guaranty.

4. Attached as Exhibit 1 is a true and correct copy of FedEx proof of delivery to Defendant Accipiter Investment 4 Limited on November 25, 2020.

5. On November 25, 2020, I caused to be served upon Defendant Vermillion Aviation (Two) Limited a true and correct copy of Summons, Complaint, Initial Pretrial Conference Order, Order Permitting Remote Depositions, Judge Torres' Individual Practices in Civil Cases, Judge Torres' Emergency Practices in All Cases, and Magistrate Judge's Order, by FedEx delivery addressed to Vermillion Aviation (Two) Limited, Attention: Directors, 28-29 Sir John Rogerson's Quay, Dublin 2, Ireland, D02 EY80.

6. Service of process was effectively made in accordance with paragraph "2.13 Service of Process" of the Guaranty (MSN 10038) (quoted below) dated as of March 2020, and executed by Vermillion Aviation (Two) Limited and Frontier Airlines, Inc.

2.13 Service of Process. Guarantor agrees that service of process in any action or proceeding under or related to this Guaranty may be effected by mailing a copy thereof by registered or certified mail or by overnight courier service, postage prepaid, to it at its address specified below or at such other address as notified by Guarantor to Beneficiary in writing, such service to become effective ten days after such mailing or delivery or, in the case of overnight courier service, immediately upon delivery. Guarantor agrees to promptly notify Beneficiary of any change in its address. Notwithstanding anything herein to the contrary, Guarantor hereby waives, to the fullest extent permitted by applicable law, the right to object to the

service of process by Beneficiary with respect to any action or proceeding under or related to this Guaranty.

7. Attached as Exhibit 2 is a true and correct copy of FedEx proof of delivery to Defendant Vermillion Aviation (Two) Limited on November 25, 2020.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 30th day of December 2020, at Portland, Oregon.

s/David G. Hosenpud

David G. Hosenpud (*pro hac vice*)

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